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8 ROOSEVELT KAIRY, LARRY BROWN,
9 WAYNE DICKSON, DRAKE OSMUN, AND
10 HARJINDER SINGHDIETZ on behalf of
11 themselves and all others similarly situated,

12 Plaintiffs,

13 v.

14 SUPERSHUTTLE INTERNATIONAL, INC.;
15 SUPERSHUTTLE FRANCHISE
16 CORPORATION and DOES 1 through 20,
17 inclusive,

18 Defendants.

19
20 CLASS ACTION

21 Case No. 4:08-CV-02993 JSW

22 [PROPOSED] ORDER MODIFYING THE
23 CLASS ACTION SETTLEMENT
24 AGREEMENT FOR THE BENEFIT OF THE
25 CLASS

26 IT IS HEREBY ORDERED that that the parties' Class Action Settlement Agreement and
27 Release of Claims ("Settlement Agreement") and the Court's Final Approval Order shall be
28 modified as follows:

29 1. The Settlement Administrator shall be paid a maximum of \$165,000 in compensation
30 for its services on this litigation, with any amount in excess of \$100,000 deducted from the Net
31 Settlement Fund prior to any further distribution of funds to the Class Members;

32 2. All and all residual funds remaining after payment of the Settlement Administrator's
33 fees shall be distributed pro rata to those Members of the Class who did cash their settlement drafts
34 previously provided to them under the terms of the Settlement Agreement, with each Class

Member's pro rata share calculated according to the distribution formula described in paragraphs 32, 33 and 55 of the Settlement Agreement;

3. The check drafts mailed to Class Members in the second distribution described in paragraph 2, above, will expire 45 days after mailing, at which time the Settlement Administrator will place a stop-payment on any checks that have not been cashed or otherwise negotiated;

4. Within 15 days of the stop-payment on all uncashed checks from the second distribution described in paragraph 2, above, all remaining fund in the Qualified Settlement Fund for this litigation shall be transmitted to the cy pres beneficiary the Legal Aid Society-Employment Law Center (San Francisco, CA), following which the Settlement Administrator will close the Qualified Settlement Fund.

5. All other dates, deadlines and obligations set forth in the Court's November 3, 2014 Order Granting Plaintiffs' Motion for Final Approval of Class and Collective Action Settlement, and all other terms of the Settlement Agreement, shall remain unchanged.

IT IS SO ORDERED.

DATED: December 3 , 2015


Hon. Jeffrey White

Hon. Jeffrey White

United States District Judge